

Request for Judicial Notice

Exhibit H

September 29, 2013 Civil Ruling, Supreme
People's Court of the People's Republic of
China, (2011) Min Shen Zi No. 259

(Certified English Translation)



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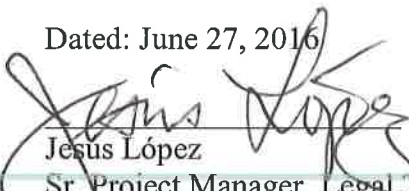
Certificate of Accuracy

This is to certify that the attached

**September 29, 2013 Civil Ruling of the Supreme People's Court of the People's Republic of China,
(2011) Min Shen Zi No. 259**

originally written in the Chinese language is, to the best of our knowledge and belief, a true, accurate
and complete translation into the English language.

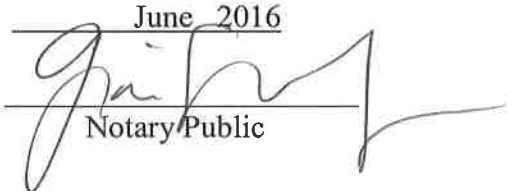
Dated: June 27, 2016


Jesus López

Sr. Project Manager, Legal Translations
Merrill Brink International

Sworn to and signed before
me, this 27th day of

June 2016


Notary Public

GINA MARIE STLAURENT
Notary Public, State of New York
No. 01ST6146442
Qualified in New York County
Commission Expires May 15, 2018



**Supreme People's Court of the People's
Republic of China**

Civil Ruling

Supreme People's Court of the People's Republic of China

Civil Ruling

(2011) Min Shen Zi No. 259

The retrial petitioner (defendant in the trial of first instance and appellee in the trial of second instance): Tsuburaya Productions Co., Ltd. Address: 1-10-1 Hachimanyama, Setagaya-ku, Tokyo, Japan.

Legal Representative: Dagang Xinyi, representing director Qu Diyi

Entrusted Agent: Shen Peiguo, lawyer at the Shanghai Shenda Law Firm.

The retrial petitioner (defendant in the trial of first instance and appellee in the trial of second instance): Shanghai Tsuburaya Planning Co., Ltd. Address: Room A1101, No. 527 Huai Hai Zhong Road, Luwan District, Shanghai, People's Republic of China

Legal Representative: Sengdao Henghang, Chairman of the said Company.

Entrusted Agent: Shen Peiguo, lawyer at the Shanghai Shenda Law Firm.

Entrusted Agent: Liu Yan, lawyer at the Shanghai Shenda Law Firm.

The respondent (plaintiff in the trial of first instance and appellant in the trial of second instance): Sompote Saengduenchai, male, born May 24, 1942, nationality: Thai. Resides at 99/9 Moo 8 Phaolyothin Rd., Km. 52, Chiangknoi Bangpa-In Bang Pa-in Phra Nakhon Si Ayutthaya, Thailand, passport number: J508986.

Entrusted Agent: Chen Xi, lawyer at the Guangdong Bofang Law Firm.

The respondent (plaintiff in the trial of first instance and appellant in the trial of second instance): Chaiyo Productions Co., Ltd. Registered address: 99/9

Moo 8 Phaolyothin Rd., Km. 52, Chiengknoi Bangpa-In Bang Pa-in Phra Nakhon Si Ayutthaya, Thailand.

Legal Representative: Perasit Saengduenchai, chairman of the said Company.

Entrusted Agent: Chen Xi, lawyer at the Guangdong Bofang Law Firm.

Defendant in the trial of first instance and appellee in the trial of second instance: Guangzhou Book Acquisition Center Co., Ltd. Address: 123 Tianhe Road, Guangzhou, Guangdong, People's Republic of China

Legal Representative: Shen Yuming, chairman of the said Company.

Defendant in the trial of first instance and appellee in the trial of second instance: Shanghai Audiovisual Press. Address: 15 Shaoxing Road, Luwan District, Shanghai, People's Republic of China

Legal Representative: Wei Zhi, director of the said Press.

In disputing the copyright infringement case with Sompote Saengduenchai (abbreviated to "Sompote"), Chaiyo Productions Co., Ltd. (abbreviated to "Chaiyo Company"), Guangzhou Book Acquisition Center Co., Ltd. (abbreviated to "Guangzhou Book Acquisition Center") and Shanghai Audiovisual Press, Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Planning Co., Ltd. (abbreviated to "Shanghai Tsuburaya Company") were not satisfied with the (2010) Yue Gao Fa Min San Zhong Zi No. 63 Civil Judgement passed by the Higher People's Court of Guangdong Province (hereinafter the "Court of Second Instance"), and have petitioned for a retrial with this court. This court formed a collegiate bench in accordance with the law to try the case, and the hearings for this case have now been concluded.

Tsuburaya Productions Co., Ltd and Shanghai Tsuburaya Company claimed in their petition for retrial that: The focus of their dispute with this case was the authenticity and effectiveness of the "1976 Contract". The facts determined in the second instance judgement were unclear, and the law was applied improperly. (1) In ascertaining the English names of the foreign parties, the business licenses issued by their respective foreign governments were not used as the norm; (2) The form, signature and seal of the "1976 Contract" is inconsistent with other facts. In the said contract, the style of handwriting of the signature of Noboru Tsuburaya is different from his signature on other contracts, a signature of Noboru Tsuburaya that has been acknowledged by both parties can be supplied for comparison, and the General Administration of Police

Evidence Examination Department of Thailand also concluded in their evaluation report that it is not the same person's signature. The "1976 Contract" was only affixed with the seal of Tsuburaya Enterprise Co., Ltd., not the seal of Tsuburaya Productions Co., Ltd., the copyright owner, and the seal on the said contract is different from the seal registered with the Japanese government by Tsuburaya Enterprise Co., Ltd. at the time of signing. Tsuburaya Productions Co., Ltd. and Sompote agreed during the court hearing of this case to have a judicial authentication of the seal conducted, but the court of second instance did not provide commentary thereto; (3) The name of the enterprise is unable to be determined by the content of the "1976 Contract", and where the name of the enterprise is inconsistent with its inscription and seal, the inscription and seal shall serve as the norm. Therefore, Tsuburaya Productions Co., Ltd., which did not sign and seal the contract, cannot become a party to the contract due to the occurrence of the letters "Prod" within the contract. The second instance court incorrectly determined that "TSUBURAYA PROD" was the abbreviation of Tsuburaya Productions Co., Ltd., but it does not have a foundation to determine that they are a party to the contract. (4) The "1976 Contract" lacks conditions for the contract to go into effect. Included among these, the names and number of episodes of some works are inconsistent with the facts. Although Noboru Tsuburaya claimed in the contract that he had received funds, the amount, payment method and payment receipt were not made explicit, so it does not fulfil effectiveness conditions for the consideration clause; (5) There is a lack of factual basis in the Court of Second Instance ascertaining that the contract mentioned in the "Letter of Apology" is the "1976 Contract" based only on the date. The "Letter of Apology" refers to two works, but the "1976 Contract" includes 9 works. The beginning section of the "Letter of Apology" clearly states that it is Tsuburaya Enterprise Co., Ltd. that entered into the contract, which indicates that Tsuburaya Productions Co., Ltd. is not affiliated with the contract mentioned in the "Letter of Apology", so there is no way to determine if the "Letter of Apology" was issued in connection with the "1976 Contract", and it cannot directly prove the authenticity and effectiveness of the "1976 Contract"; (6) Importance should be afforded to the authenticity and authority of the effectiveness of the evidence from the examination verdict reached by the General Administration of Police Evidence Examination Department of Thailand, but the Court of Second Instance does not have confidence in the examination verdict reached by Thailand, which lacks fairness; (7) Guangzhou Ruishi Cultural Communication Co., Ltd. (abbreviated to "Ruishi Company") is the entrusted agent of Sompote and Chaiyo Company, and in its "Memorandum of Understanding" entered into with Tsuburaya Productions Co., Ltd., it is clearly stated that Sompote and Chaiyo Company do not possess the rights

related to the works of Ultraman, but the Court of Second Instance incorrectly decided that the “Memorandum of Understanding” is insufficient to decide whether or not the “1976 Contract” is valid; (8) Based on the Agreement Between the People's Republic of China and Thailand on Judicial Assistance in Civil and Commercial Matters, it is proposed that the civil judgement passed by the Supreme Court of Thailand related to this case be recognized; (9) According to new evidence, on February 1, 2011, a criminal judgement passed in a Thai court indicates that Sompote forged a contract to carry out authorization activities, infringing upon the copyright of the Ultraman works from Tsuburaya Productions. The sentence has been made and a fine was imposed, and these facts have significant implications for this case, and which may be used to support this civil case; (10) In the criminal case in Thailand, on September 15, 2010, in order to mitigate his punishment, Sompote stated that: He had transferred in full to UM Company (a Japanese company) all the rights that he had acquired from the “1976 Contract” not long after the Supreme Court of Thailand made the judgement in February 2008 that the “1976 Contract” was a forged document. Sompote has lost the identities of the parties involved in the contract, and has also lost the main qualifications for the lawsuit in this case. On November 12, 2010, Tsuburaya Productions Co., Ltd. submitted to the Court of Second Instance a notarized and translated copy of the said testimony of Sompote from the Thai court, but the Court of Second Instance still thereafter delivered a judgment of second instance that contained procedural errors. It is requested that this judgment of second instance be repealed, and that the judgment of first instance be upheld.

Sompote and Chaiyo Company submit the objection that: (1) The bottom part of the “1976 Contract” has the English signature and Chinese character seal of the name Noboru Tsuburaya and the company seal of Tsuburaya Enterprise Co., Ltd., the authenticity of which can be confirmed by the “Letter of Apology”; (2) On October 14, 1974 and February 19, 1975, Noboru Tsuburaya sold two movies belonging to Sompote separately to Taiwan Hu Long Film Company and Southern Co., Ltd, Hong Kong, and received separately 30,000 and 120,000 US dollars in licensing fees, which was the reason for signing the “1976 Contract”; (3) Tsuburaya Productions Co., Ltd. stated that it used “TSUBURAYA PORD [sic]” as its signature method in the right of authorship infringement case against Chang'an Market of Beijing, and a Japanese court has already ascertained that Tsuburaya Productions Co., Ltd. uses this abbreviation; (4) The criminal lawsuit from Thailand mentioned by Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Company in their petition for retrial has at the present time only had a judgment of first instance issued, but Sompote has

appealed the case and it is currently being heard. Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Company claim that the criminal lawsuit from Thailand is factually related to this case, but they fail to state clearly which aspects are related to this case. Therefore, there are insufficient grounds for requesting that the facts ascertained by the Court of Second Judgment be overturned. It is requested that the judgment of second instance be upheld.

The Guangzhou Intermediate People's Court (referred to as the "Court of First Instance") ascertained:

On September 30, 2005, Sompote and Chaiyo Company, on the grounds that the 4 defendants—Tsuburaya Production Co., Ltd., Shanghai Tsuburaya Co., Ltd., Guangzhou Book Acquisition Center Co., Ltd., and Shanghai Audiovisual Press—infringed upon their copyrights, brought a lawsuit against them to this court. The following decrees were requested: (1) The Guangzhou Book Acquisition Center shall stop selling ULTRAMAN (in Chinese pinyin, *aoteman*, also known as *xiandan chaoren*) audio-visual products; Shanghai Audiovisual Press shall stop publishing and selling "Ultraman" audio-visual products and destroy any related master tapes and production tools; Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Company shall stop authorizing any persons in China from publishing and distributing products involved in the case; (2) The four defendants shall not infringe upon the copyrights of the 9 works "Giant v. Jumborg A", "Haruman and the Seven Ultramen", "Ultraman 1", "Ultraman 2", "Ultraman Seven", "Ultraman Return", "Ultraman Ace", "Ultraman Taro" and "Jumborg Ace" and works made as an extension thereto enjoyed by Sompote within China; (3) The said four defendants shall issue public apologies in the publications "China Intellectual Property News" and "China Copyright Magazine"; (4) Guangzhou Book Acquisition Center and Shanghai Audiovisual Press shall each compensate Sompote and Chaiyo Company RMB 100,000 and RMB 300,000, respectively, for the damages incurred, and Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Company shall jointly compensate Sompote and Chaiyo Company RMB 1,000,000 for the damages incurred. In the trial of first instance, both Sompote and Tsuburaya Productions confirmed that the films "Giant v. Jumborg A" and "Haruman and the Seven Ultramen" that are in the "1976 Contract" were first distributed and screened in Thailand. Among these, the manufacturing time period for the first work was from 1973-1974 and the manufacturing time period for the second work was November 1974. The additional seven works are TV plays, and their first distribution and screening times were, respectively, 1966, 1966, 1967, 1971, 1972, 1973 and 1973. Sompote and Tsuburaya

Productions Co., Ltd. confirmed that the original copyright owner of the seven TV plays involved in the contract was Tsuburaya Productions Co., Ltd.

I. Sompote and Chaiyo Company's Evidence for the Assertion of their Rights

1. The contract dated March 4, 1976 (namely, the "1976 Contract"). Tsuburaya Productions and Enterprise Company Limited (Tsuburaya Prod and Enterprise Co., Ltd.) authorized the following clauses, term and conditions for Sompote, the chairman of Chaiyo Company. Clause One Awarded animated series and films: 1. Giant v. Jambo A (refer to the Hu Long Film Co., Ltd. contract dated October 14, 1974); 2. Haruman and the Seven Ultramen (refer to the Southern Co., Ltd, Hong Kong contract dated February 19, 1975); 3. Ultraman 1 "Ultraman Q" (28 x 30 minutes); 4. Ultraman 2 (39 x 30 minutes); 5. Ultraman Seven (50 x 30 minutes); 6. Ultraman Return (51 x 30 minutes); 7. Ultraman Ace (51 x 30 minutes); 8. Ultraman Taro (54 x 30 minutes); Jamborg Ace (50 x 30 minutes). Clause Two Authorized regions and authorized terms: Exclusive rights for an indefinite period of time outside of the territory of Japan. Clause Three Scope of Authority: Distribution rights; Manufacturing rights; Duplication rights; Copyrights; Trademark rights; Broadcasting rights on broadcast, television and other mass media platforms and advertising rights in any newspapers; The right to duplicate any model and character images used in the films mentioned in Clause One based on the images of the original characters for any business objective. The right to transfer the said rights to a third party. The final section of the contract details: I, Noboru Tsuburaya, have received the full sum for the exclusive rights for all the animated series and films recorded in Clause One as announced through this contract, and hereby sign and affix the company seal on behalf of Tsuburaya Prod and Enterprise Co., Ltd. The bottom section of the contract has the English name signature of Noboru Tsuburaya, the seal of Tsuburaya Enterprise Company and the Chinese character seal of Noboru Tsuburaya.

2. The "Letter of Apology" dated July 23, 1996. The said letter was issued by the son of Noboru Tsuburaya to Sompote. It states: "This letter is aimed at clarifying your right to use specific property, including the Ultraman series and Jumborg Ace series, and your right, for an indefinite amount of time in the authorized regions, including Thailand, to hold exclusive possession of all media including household videotapes in accordance with the "Authorization Contract" entered into by Noboru Tsuburaya and the Chaiyo Company chairman Sompote on March 4, 1976. Tsuburaya Productions Co., Ltd. recognizes when it implemented the contract of worldwide distribution and

authorization agency signed by UM company in September 1989 that it did not exclude the rights conferred upon Chaiyo Company as mentioned above, and this is entirely an inadvertent error. Tsuburaya Productions Co., Ltd. hereby expresses regret for its mistake, although it was unintentional, and for any inconvenience or harm it may have brought to your good faith and reputation in Thailand's corporate sphere. It is our hope that this letter of clarification is able to assist you in restoring your good faith and reputation in Thailand. We also express our gratitude for your statement that the contracts our side has entered into with UM Company and other authorized parties shall remain in effect for the term prior to their expiration, and that you will not make complaints against our authorized parties in Thailand, UM Company and Tsuburaya Productions Co., Ltd. On the basis of good faith, and in order to maintain a professional relationship with you, it is our hope that we can keep in close and in-depth contact with you."

Sompote previously worked together Noboru Tsuburaya's father. When his father passed away in 1970, the companies he created, Tsuburaya Production Company and Tsuburaya Enterprise Company were taken over by Noboru Tsuburaya in 1995, when Noboru Tsuburaya passed away, his son became the legal representative of the two corporations mentioned above.

II. Lawsuit circumstances in Thailand and Japan for the copyrights of the films in this legal dispute

In 2001, Tsuburaya Productions Co., Ltd. brought forward a copyright confirmation lawsuit in Japan. On February 28, 2003, the Tokyo District Court issued a decision, confirming the validity of the "1976 Contract", and also passing judgment on the following: 1. Confirming that Sompote does not enjoy copyrights for the various works listed in the attached Catalog II in Japan; 2. Confirming that Sompote does not enjoy copyrights for the various works listed in the attached Catalog II in countries outside of Japan; 3. Within Japan, Sompote shall not inform any third party that: Sompote enjoys copyrights for the various works listed in the attached Catalog II in countries outside of Japan, nor that business deals in regards to the various works listed in the attached Catalog II with Tsuburaya Productions Co., Ltd. will infringe upon the copyrights enjoyed by Sompote; 4. Turning down the other lawsuit requests made by Tsuburaya Productions Co., Ltd. Tsuburaya Productions Co., Ltd. filed an appeal. On December 10, 2003, the Tokyo High Court issued a judgment, overruling the appeal made by Tsuburaya Productions Co., Ltd., and confirming that Sompote enjoys the exclusive right to use the works of Ultraman outside of Japan. Tsuburaya Productions Co., Ltd made a further appeal. On April 27,

2004, the Japanese Supreme Court issued a judgement: Overruling of the appeal made by Tsuburaya Productions Co., Ltd., and declining to file the appeal made by Tsuburaya Productions Co., Ltd.

Tsuburaya Productions Co., Ltd. sued four defendants including Chaiyo Company and Sompote in Thailand for copyright infringement, and on April 4, 2000, the Thailand Central Intellectual Property and International Trade Court issued a judgement: Confirming the validity of the “1976 Contract”, and repealing the criminal and civil case lawsuits raised by Tsuburaya Productions Co., Ltd., where Tsuburaya Productions Co., Ltd. must compensate Sompote according to the counterclaim. Tsuburaya Productions Co., Ltd. shall halt its infringement upon the rights possessed by Sompote according to the contract that is being disputed and shall stop making further infringements upon Sompote; Tsuburaya Productions Co., Ltd. shall compensate the lawyer’s fees for Chaiyo Company, Sompote and the other defendants. Tsuburaya Productions Co., Ltd. filed an appeal. On February 5, 2008, the Supreme Court of Thailand made a final decision where it accepted the evidence appraisal report of the Thai Court of first instance. The said appraisal was put together by a document investigation committee composed of seven experts in document and counterfeit product inspections who were appointed by the Evidence Inspection Director of the Thai Police Bureau General Office, and, for materials, they investigated the original copy of the “1976 Contract” and the signature (on the original copy) of Noboru Tsuburaya on the “Ultraman Seven” movie license agreement signed by Sompote and Tsuburaya Productions Co., Ltd. that was jointly approved by Sompote and Tsuburaya Productions Co., Ltd., together with copies of 8 documents signed by Noboru Tsuburaya that served as sample documents for comparison. The appraisal results and expert opinion are as follows: Through the appraisal, 1. Through comparison of the English name signature in blue-black ink on the printed paper of the disputed document, in 2 locations, with the English name signature of Mr. Tsuburaya (that is, the Tsuburaya mentioned in this case) from the provided aforementioned sample documents, it was discovered that there were differences in the handwriting style, suggesting: This is not the same person’s signature. 2. Through comparison of the printed typeface of “prod. and” on the first line of the first paragraph of the printed disputed English document with the other typefaces on the same line, it was discovered that there was a difference on the horizontal axis, suggesting: They were not printed at the same time. 3. Through comparison of the printed typeface of “prod. and” on the third line of the final paragraph of the printed disputed English document with the other typefaces on the same line, it was discovered that there was a difference on the horizontal

axis, suggesting: They were not printed at the same time. 4. Through comparison of the printed typeface of “prod. and” on the first line of the first paragraph and on the third line of the final paragraph of the printed English document with the other printed typefaces on the disputed document, it was discovered that the form and specifications were similar, but since there was not a distinct enough difference, no suggestion can be put forth to be used as evidence. 5. Through comparison of the ink used on the printed typeface of “prod. and” on the first line of the first paragraph and on the third line of the final paragraph of the printed disputed English document with the ink on the other printed typefaces on the same copy of the disputed document, it was discovered that the physical quality was the same, suggesting: It is possible that it is the same ink.

III. Authorization Relationship between Sompote and Chaiyo Company

On January 15, 2002, Sompote signed an “Authorization Letter”, conferring the copyrights of “Ultraman”, “Ultraman Seven”, “Ultraman Return” (“Ultraman Jack”), “Ultraman Ace” and “Ultraman Taro” to Chaiyo Company, giving them exclusive use of the aforementioned films within the territory of the People’s Republic of China for a period of six years starting from January 15, 2002, where, for any commercial purpose and in any form, the right to authorize, commodify and transfer may be carried out, and/or any and all commercial transactions related to Ultraman characters may be arranged, and, based on demands, copyrights and/or trademarks may be registered. The aforementioned works are consistent, respectively, with “Ultraman”, “Ultraman Seven”, “Ultraman Return”, “Ultraman Ace” and “Ultraman Taro” under the “1976 Contract” and the works stipulated under the copyright license contract of the Chinese copyrights registration authority. On August 23, 2002, Chaiyo Company and Ruishi Company signed three agreements – a Film Broadcasting Authorization Contract, Merchandizing Rights Authorization Contract, and Audiovisual Authorization Contract – which indicated that the authorizing party possessed specific legal rights in regards to the authorized programs, and hoped to confer to the authorized party stipulated exclusive rights and interests in the various contracts.

IV. Infringements of the Accused

On August 22, 2005, Ruishi Company payed RMB 90 to notarize their purchase of the “Ultraman Taro” VCDs (1-7, 9 and 11, 9 boxes in total) from Guangzhou Book Acquisition Center. Ruishi Company is the only person licensed by Sompote and Chaiyo Company in China. At the trial of first

instance, Ruishi Company was a joint plaintiff with Sompote and Chaiyo Company in the lawsuit they brought, but Ruishi Company later dropped the lawsuit. On November 25, 2005, Shanghai Tsuburaya Company and Tsuburaya Productions Co., Ltd. brought a counterclaim against Sompote, Chaiyo Company and Ruishi Company, and on June 10, 2008 they recalled their counterclaim.

During their trial of first instance, the parties involved all confirmed that the content of the “Ultraman Taro” VCD that was an alleged infringement was identical with that of the TV play “Ultraman Taro” under the “1976 Contract”. On the aforementioned VCD disk it was written: Issued by Shanghai Audiovisual Press, manufactured by Japan Tsuburaya Production Co. Ltd., copyright provided by Shanghai Tsuburaya Development Co. Ltd.

V. Defenses of the Parties in the Trial of First Instance

Guangzhou Book Acquisition Center provided a defense against the accusations of Sompote and Chaiyo Company, claiming it had a lawful source. In the “Sales Cooperation Agreement” entered into between Guangzhou Book Acquisition Center and Shanghai Audiovisual Press on January 1, 2005, the alleged infringing product that it sold was furnished by Shanghai Audiovisual Press. Shanghai Audiovisual Press provided a defense, claiming it had a lawful source. In the “Authorization Letter” issued by Tsuburaya Productions Co., Ltd. on March 9, 2000 it is written: Our company indeed possesses the copyrights for the Japanese children’s science fiction TV show “Ultraman Taro”, but we hereby authorize Shanghai Audiovisual Press to publish, distribute and sell the VCDs. Shanghai Tsuburaya Company and Shanghai Audiovisual Press signed the agreement, stipulating, among other details, that Shanghai Tsuburaya Company shall first copy and furnish “Ultraman Taro”, and Shanghai Audiovisual Press shall manufacture the VCDs; The copyright term shall be for a total of two years, and the distribution and sales dates may not surpass three years; The copyright area is limited to the territory of the People’s Republic of China (not including Hong Kong, Macau and the Taiwan region). On April 22, 2002, Shanghai Tsuburaya Company and Shanghai Audiovisual Press reached a supplementary agreement, where the authorization date was extended from the deadline of the original contract production time to March 22, 2005, and included among this, the final year was limited to sales only. Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Company provided a defense, claiming that the “1976 Contract” involved in the case was counterfeited by Sompote.

VI. The Issue of Sompote and Chaiyo Company Requesting Economic Compensation and Reasonable Expenses

On December 27, 2005, Ruishi Company (Party A) and Guangdong Everwin Law Office (Party B) signed a “Principal-Agent Contract”, entrusting the said law office to act as an agent in this case and the first and second instances of the (2005) *Hu Er Zhong Min Wu (Zhi) Chu Zi No. 242* lawsuit, stipulating that Party A shall pay an agency fee of RMB 100,000 to Party B within 7 days of the day of signing of this contract. Guangdong Everwin Law Office respectively mailed invoices on December 31, 2005 and June 27, 2006 to a client named Ruishi Company for charges detailed as lawyer legal services, in the amount of RMB 89,000 and RMB 11,000. In addition, Ruishi Company also submitted receipts for notarization fees of invoices of RMB 1540 and RMB 300, and an invoice of RMB 90 for the purchase of the alleged infringing VCD.

The Court of First Instance holds the opinion that China, Thailand and Japan are all member countries of the Berne Convention for the Protection of Literary and Artistic Works (referred to as the “Berne Convention”). In accordance with the provisions of section two of Article Two of the Copyright Law of the People's Republic of China (abbreviated to the “Chinese Copyright Law”, amended October 27, 2001), the copyrights of works made by artists in Thailand and Japan are both protected by Chinese Copyright Law. This case is a copyright infringement dispute, and the crucial point is in confirming the authenticity of the “1976 Contract”. 1. The issue of the identity of the signing party to the contract is inconsistent with the facts in multiple instances. First, no corresponding legal registration materials were furnished by Sompote and Chaiyo Company as evidence to confirm whether or not the name Tsuburaya Prod. and Enterprises Co., Ltd., one of the parties involved in the “1976 Contract” submitted by Sompote and Chaiyo Company, is actually an extant legal entity (the corresponding Chinese name in the translated document furnished by Sompote and Chaiyo Company was *yuangu zhizuo yu qiye youxian gongsi*). Second, the said contract has Noboru Tsuburaya’s English name signature and Chinese name seal, and the company seal of Tsuburaya Enterprise Co., Ltd., but the actual copyright owner is Tsuburaya Productions Co., Ltd. There are factual inconsistency issues concerning important matters such as the contract signing party’s formulation of their own name and affixing seals, which goes against common sense. 2. From the specific content of the said contract it can be seen that the rights to the 9 different films, including “Giant vs. Jumborg A” and “Haruman and the Seven Ultramen” have been divided up and belong in different areas. Sompote is of the opinion that these two films are actually his invested productions, and that the rights ought to belong to Sompote himself;

when Tsuburaya Productions Co., Ltd. fell onto hard times, Sompote provided major support to Tsuburaya Productions Co., Ltd. In 1974 and 1975 Tsuburaya Productions Co., Ltd. allowed others to broadcast these two said films, creating disorder, and Sompote, in order to express his gratitude and straighten out the dispute, signed the “1976 Contract”. If things truly are as Sompote asserts, the copyrights for the two films ought to belong to Sompote. However, Sompote divided up regional ownership to other parties for the copyrights of the movies he himself enjoyed under the said contract, and furthermore, paid the other parties “exclusive usage rights fees”, so there are logical contradictions in his assertions. It was just mentioned that in the said contract Noboru Tsuburaya received exclusive usage rights fees, but there were no clauses on contractual considerations, payment methods, payment terms and other essential clauses. It is difficult to confirm if the said contract was established and went into effect. 3. Sompote asserts that his rights are for 20 years after the date of signing of the contract, but the “Letter of Apology” only mentions Sompote’s rights to the “Ultraman and Jumborg Ace” series, rather than ratifying all of the “1976 Contract”, and the names of the films are not consistent with the names under the contract. Due to the fact that Noboru Tsuburaya is now deceased, it is difficult to verify his true intentions. 4. Looking at foreign courts hearing cases involving the copyright infringements from this case, the Supreme Court of Thailand accepted the appraisal report issued by the Thai Police Bureau General Office. It is the opinion of the said appraisal report through comparison of the two instances of the typeface of ‘prod. and’ in the “1976 Contract” with the other typeface on the same lines that the horizontal printing line is inconsistent, and the time of printing is not the same. Integrating the analysis in the above text of the issue of logical and sensible inconsistencies existing in the contract, the said appraisal report concludes that it is objectively true, and admissible as evidence. Although the “Letter of Apology” is authentic, it does not sufficiently corroborate the objective authenticity of the “1976 Contract”. In summary, the Court of First Instance did not verify the “1976 Contract”. In view of the fact that Sompote and Chaiyo Company are asserting that the original copyright owner of the copyrighted works is not Sompote, their accusation that the four defendants are infringing upon their rights lacks a factual and legal basis. Based on the principle that whoever makes the assertion must provide the proof, Sompote and Chaiyo Company ought to bear responsibility for the legal consequences of not being able to provide evidence. In accordance with the provisions of section one of Article 64 of the Civil Procedure Law of the People's Republic of China (abbreviated to “Chinese Civil Procedure Law”, prior to the January 1, 2013 amendments being put into practice) and Article 63 of the Several Provisions of the Supreme People's Court on Evidence in Civil

Procedures, the Court of First Instance, on September 16, 2009 issued the following judgment: Rejection of the lawsuit requests of Sompote and Chaiyo Company. The acceptance fee of RMB 17,010 for the hearing of first instance shall be borne jointly by Sompote and Chaiyo Company.

Sompote and Chaiyo Company did not accept the judgment of first instance and filed an appeal with the Court of Second Instance, asserting: 1. The “1976 Contract” has the Chinese character seals of Tsuburaya Enterprise Company and Noboru Tsuburaya. The two seals are in the control of Noboru Tsuburaya, and are consistent with the registered samples when magnified 1,000 times. At that time, Noboru Tsuburaya was the legal representative and a shareholder of the two companies, and his affixing of both seals to the contract sufficiently proves the caution and importance that Noboru Tsuburaya attached to this contract. In the trial of first instance, Tsuburaya Productions Co., Ltd. asserted during their counterclaim that “the ‘1976 Contract’ was formed when Sompote fabricated the signature of Noboru Tsuburaya...when taking advantage of the time he spent studying abroad and interning at Tsuburaya”, in fact, this confirms the authenticity of the seal. 2. The specific property verified by the “Letter of Apology” refers to the nine works listed in the “1976 Contract”, and the two works mentioned are only one portion of the specific property. The “Letter of Apology” was issued by Tsuburaya’s son in order to beseech Sompote not to sue and strive for an understanding, and was sent to Sompote after being notarized by a Japanese notary public office. 3. There is no foundation for the Court of First Instance to accept the conclusion of a foreign appraisal institution as major evidence. Moreover, the said appraisal report itself is problematic: The photo used in the appraisal materials is a photocopy, so intrinsic qualities of the handwriting, including stroke order and pressure of the pen, cannot be properly examined; it is unclear what factors could be used to compare the handwriting of the signature. A signature will be different whenever the pen, paper or ink is different, or if the writer is in a different frame of mind, so this appraisal cannot be used as major evidence. The parties involved in this case are separately from Japan, Thailand and China, the “1976 Contract” was signed in Japan, and the target of the dispute mostly has to do with Japanese manufacturing, so this case should be subject to Japanese law. Japanese courts examined the appraisal report from Thailand through first instance, second instance and appeal hearings, compared the “1976 Contract” seals with the registered seals of Noboru Tsuburaya and Tsuburaya Enterprise, heard the statements of the parties involved and witness testimonies, and considered the current operating circumstances of Tsuburaya Productions Co., Ltd. to determine that the “1976 Contract” is authentic and effective. 5. After

the 2003 Japanese court judgment, Tsuburaya Productions Co., Ltd. in fact halted use of the disputed works. After Ruishi Company acquired the authorization rights, it invested a large sum of money and a great amount of personnel in organizing over 100 domestic enterprises to engage in production and sales. 6. The actual meaning of Tsuburaya Prod. and Enterprises Co., Ltd. in the “1976 Contract” refers to the two companies Tsuburaya Productions Co., Ltd. and Tsuburaya Enterprises Co., Ltd. 7. Prior to the 1990s, the value of the works involved in this case were only reflected in movie theater screenings and admission tickets, which in no way resembles modern commodification and diversification. Therefore, not using the disputed works during this time is consistent with the facts. It is requested that the Court of Second Instance overrule the original decision according to law and support the first instance lawsuit claims.

Shanghai Tsuburaya Company and Tsuburaya Productions Co., Ltd. replied with: A request to uphold the judgment of first instance. Shanghai Audiovisual Press replied that: The information added by Sompote and Chaiyo Company in the second instance primarily has to do with disputes involving the copyrights of Tsuburaya Productions Co., Ltd., and that it is unrelated to the publishing actions of Shanghai Audiovisual Press. The determination of the facts of the publishing process and evidence of Shanghai Audiovisual Press by the Court of First Instance is basically correct. Guangzhou Book Acquisition Center did not provide a reply.

The Court of Second Instance ascertained the following supplementary facts. (1) In the trial of second instance, Sompote and Chaiyo Company and Tsuburaya Productions Co., Ltd. have no objection to Sompote’s ownership of the copyright of the two works “Giant vs. Jumborg A” and “Haruman and the Seven Ultramen” within China. (2) Sompote and Chaiyo Company submitted a “Confirmation Letter” to the court of second instance to confirm: That the four defendants including Guangzhou Book Acquisition Center have not infringed upon the copyrights for the aforementioned two works within China, but only infringed upon the exclusive usage rights of the seven other works. 3. Pertaining to the situation of Shanghai Tsuburaya Company and Tsuburaya Productions Co., Ltd. authorizing publication and distribution for Shanghai Audiovisual Press. On March 19, 1996, Tsuburaya Productions Co., Ltd. signed a “Power of Attorney”, granting Shanghai Tsuburaya Company and Shanghai Chengda Law Firm to investigate infringements pertaining to matters related to their responsibility to license others to use the “Ultraman” series works that they possess within the territory of the People’s Republic of China. Tsuburaya also signed a “Declaration”, averring that Tsuburaya Productions Co., Ltd. is the

copyright owner of “Ultraman” series VCDs, and that Shanghai Tsuburaya Company is the only subsidiary company within the region of mainland China established by Tsuburaya Productions Co., Ltd. to have been entrusted by Tsuburaya Productions Co., Ltd. to engage in “Ultraman” series merchandising authorizations, including VCDs, within the region of mainland China (excluding Hong Kong, Macau and the Taiwan region), and to handle relevant legal issues such as those involving copyrights and trademark rights. On April 17, 1998, October 8, 1998 and July 28, 1999, Shanghai Tsuburaya Company and Shanghai Audiovisual Press respectively signed three “Agreements”, stipulating that Shanghai Tsuburaya Company shall first properly record and then provide the “Ultraman Jack”, “Ultraman Ace” and “Ultraman Great” audiovisual products, and that Shanghai Audiovisual Press shall manufacture the VCD disks and audiotapes and distribute them for sale. The copyrights term was to be for 2 years, the distribution and sales dates were not to surpass 3 years, and the copyright region was the territory of the People’s Republic of China (excluding Hong Kong, Macau and the Taiwan region). On June 8, 2001 and March 28, 2002, respectively, the two parties entered into two “Supplementary Agreements”, reaching agreements on the matter of extending the term of copyrights, distribution and sales for the aforementioned audiovisual products. 4. On October 31, 2008, Yang Shuiyuan, as the legal representative of Ruishi Company used the name of Ruishi Company to sign a “Memorandum of Understanding” with Tsuburaya Productions Co., Ltd. in Japan, and in the said letter Ruishi Company acknowledged that: Tsuburaya Productions Co., Ltd. is the only legal rights holder of all rights, including the relevant copyrights, trademark rights and creative rights of the visual image works manufactured by Tsuburaya Productions Co., Ltd. including the “Ultraman Series” both within Japan and outside of Japan; The Thai person Sompote and the Thai enterprise Chaiyo Company illegally made use of Ultraman without being granted lawful authority by Tsuburaya Productions Co., Ltd.; Chaiyo Company does not own in the least any proper rights related to Ultraman. When Ruishi Company and Tsuburaya Productions Co., Ltd. sign a copyright licensing contract, they shall respect: When signing the licensing contract, Ruishi Company shall be completely responsible for rescinding of its own accord all previous contracts it entered into with Chaiyo Company, and Tsuburaya Productions Co., Ltd. shall not bear any responsibility for any corresponding consequences arising as a result thereof. Ruishi Company provided testimony in the ongoing lawsuit between Tsuburaya Productions Co., Ltd. and Sompote and Chaiyo Company, confirming that the facts in the said Memorandum of Understanding are true. The said Memorandum of Understanding came before the concluding of the licensing contract, when neither Tsuburaya Productions Co., Ltd. nor Ruishi

Company were able to conclude a licensing contract with another party, so the said Memorandum of Understanding has lost its effectiveness. Thereafter, Ruishi Company and Tsuburaya Productions Co., Ltd. have not concluded any copyright licensing contracts related to Ultraman. 5. Pertaining to the English names and abbreviations of Tsuburaya Productions Co., Ltd. and Tsuburaya Enterprise Co., Ltd. During the trial of second instance, both parties confirmed that *yuangu zhizuo zhushihuishe* translates into English as “Tsuburaya Production(s) Co., Ltd.”, and that *yuangu qiye zhushihuishe* translates into English as “Tsuburaya Enterprise(s) Co., Ltd.” It was determined in the (2002) *Yue Gao Fa Min San Zhong Zi No. 84* civil judgment issued from the Higher People's Court of Guangdong Province on November 20, 2002 that: The English translation of *yuangu zhizuo zhushihuishe* is abbreviated to “Tsuburaya Prod”. On January 17, 2005, the Intermediate People's Court of Nanjing Municipality, Jiangsu Province, the People's Republic of China accepted a case where Ruishi Company was suing Nanjing Grand Ocean Department Store Co., Ltd. for copyright infringement, and since Ruishi Company submitted the “1976 Contract” and other evidence from the Japanese third rank court's judgement and the Thailand judgement of first instance, the above court issued a judgement on June 6, 2005 determining that the “1976 Contract” is authentic and effective, that Nanjing Grand Ocean Department Store Co., Ltd. is responsible for the civil liabilities of ceasing the infringement and compensating for losses, and that the said judgment has already become legally valid.

The Court of Second Instance is of the opinion that the focus of this case's dispute during the second instance was: (1) Whether or not Sompote and Chaiyo Company enjoy the exclusive usage rights to the seven works, 3-9, disputed in this case; (2) Whether or not Guangzhou Book Acquisition Center, Shanghai Audiovisual Press, Shanghai Tsuburaya Company and Tsuburaya Productions Co., Ltd. infringed upon the exclusive usage rights of Sompote and Chaiyo Company to the aforementioned seven works, 3-9, disputed in this case; (3) Concerns over civil liability responsibilities.

I. Whether or not Sompote and Chaiyo Company enjoy the exclusive usage rights within China to the seven disputed works, 3-9

(1). Concerning the issue of the validity of the “1976 Contract”. Firstly, it is stipulated in Article 64 of the Civil Procedure Law of China (prior to the January 1, 2013 amendments going into effect) that: “It is the duty of a party to an action to provide evidence in support of his allegations.” It is stipulated in section one of Article 72 of the Several Provisions of the Supreme People's Court on Evidence in Civil Procedures that: “If the evidence produced by one of

the parties is affirmed by the other party or cannot be rebutted by the opposite evidence produced by the other party, the forcefulness thereof shall be affirmed by the People's court." Since the effectiveness of Japanese and Thai court judgements has not been recognized by Chinese civil lawsuit procedures, the judgements from these two countries do not have any legal force within China, and they are non-binding, so this case ought not to use the confirmed facts from judgements of the Japanese and Thai courts as evidence to confirm the facts of this case. As for the appraisal report aimed at the "1976 Contract" issued by the Thai appraisal institution, China lacks a legal basis for directly confirming the appraisal findings of the Thai appraisal institution, and judgements from Thai courts are non-binding within China. Therefore, appraisal findings issued from Thai appraisal institutions cannot be accepted. The appraisal findings and Thai court judgements provided by Tsuburaya Productions Co., Ltd. are not sufficient to refute the authenticity of the "1976 Contract". Secondly, the parties in this case do not have any objections to the authenticity of the "Letter of Apology", and the said "Letter of Apology" states that: "This letter is aimed at clarifying the Authorization Contract entered into by Tsuburaya Enterprise Co., Ltd. chairman Noboru Tsuburaya and Chaiyo Film Co., Ltd. chairman Mr. Sompote on March 4, 1976...", and the "1976 Contract" being disputed in this case is the contract signed by Noboru Tsuburaya and Sompote on March 4, 1976. Since Tsuburaya Productions Co., Ltd. is unable to submit other additional contracts entered into Noboru Tsuburaya and Sompote on March 4, 1976, it can therefore be determined that the "1976 Contract" between Noboru Tsuburaya and Sompote submitted in this case is the "Authorization Contract" mentioned in the "Letter of Apology" of Mr. Tsuburaya, thereby arriving at the conclusion of the authenticity of the "1976 Contract". Moreover, in order to question the authenticity of the said contract Tsuburaya Productions Co., Ltd. raised the concern that there are several doubtful points in the "1976 Contract". There are two instances in the said contract where the signature of one of the parties to the contract is Tsuburaya Prod. and Enterprise Co., Ltd., but neither party in this case was able to submit the registration materials of the said company, so there was no evidence to prove whether or not the said company actually exists. The English language abbreviation of *yuangu zhizuo zhushihuishe* is written as Tsuburaya Prod., so it is maintained that it is more in line with common sense that Noboru Tsuburaya meant for Tsuburaya Prod. and Enterprise Co., Ltd. to be a collective English name for the two companies Tsuburaya Productions Co., Ltd. and Tsuburaya Enterprise Co., Ltd. Since Noboru Tsuburaya is the legal representative of the two companies Tsuburaya Productions Co., Ltd. and Tsuburaya Enterprise Co., Ltd., the possibility cannot be ruled out that Noboru Tsuburaya mixed up these two companies that he

himself established. Although the “1976 Contract” only has the seal of Tsuburaya Enterprise Co., Ltd., the bottom section of the contract has the signature of Noboru Tsuburaya, and his actions can be deemed as the company actions of the two companies, and so the “1976 Contract” has a binding effect upon Tsuburaya Productions Co., Ltd. As for the authenticity of the signature of Noboru Tsuburaya, since the appraisal findings from Thailand do not possess probative value, they cannot be used as evidence to determine the facts of this case, and owing to the fact that there is no other evidence to prove Noboru Tsuburaya’s signature to be fake, it shall be maintained that Noboru Tsuburaya’s signature is authentic. Since in the contract it clearly indicates “I, Noboru Tsuburaya, have received the full sum for the exclusive rights for all the animated series and films recorded in Clause One as announced through this contract”, it is sufficient to confirm that this contract contains a consideration clause, and that the consideration has been paid by Sompote. It can also be seen from the aforementioned content in this contract that the person stating that they received the contract consideration is Noboru Tsuburaya himself, and not the copyright owner Tsuburaya Productions Co., Ltd., nor is it Tsuburaya Enterprise Co., Ltd., which has its seals affixed to the beginning and end of the contract, which shows that Noboru Tsuburaya has mixed up the two companies he himself established. Tsuburaya Productions Co., Ltd. asserts that there is an issue of conflict in reauthorizing the copyrights of the 1st and 2nd works under the Contract originally belonging to Sompote, and since the 1st and 2nd works being disputed in this case belong to Tsuburaya Productions Co., Ltd. under Japanese copyrights, but belong to Sompote under the copyrights of areas outside of Japan, the possibility cannot be ruled out that Noboru Tsuburaya mixed these up in the contract. The “1976 Contract” being disputed in this case was signed over 30 years ago in Japan, so it is hard for us to demand of Noboru Tsuburaya, who is not a legal professional, that the authorization contract he signed so many years ago be a contract of standard form and solid logic. Despite the fact that there are some conflicting views within the “1976 Contract”, the various points of issue with this contract raised by Tsuburaya Productions Co., Ltd. are not sufficient to negate the authenticity of this contract, and it cannot be concluded that this contract is inauthentic. Finally, from looking at the content and effectiveness of the Memorandum of Understanding signed by Yang Shuiyuan, the legal representative of Ruishi Company, and Tsuburaya Productions Co., Ltd. it can be seen that Shanghai Tsuburaya Company and Tsuburaya Productions Co., Ltd. assert that Ruishi Company’s acknowledgment in the said Memorandum of Understanding that Sompote and Chaiyo Company do not enjoy any Ultraman rights should be viewed as a harmful resignation made by themselves. However, Yang Shuiyuan using the

title of Ruishi Company to sign the Memorandum of Understanding should be viewed as an action made by Ruishi Company itself, which cannot be on behalf of Sompote and Chaiyo Company. As a result, Ruishi Company's acknowledgement of the relevant facts pertaining to the "1976 Contract" should not be considered as a resignation made by Sompote and Chaiyo Company themselves, so it cannot be legally binding upon Sompote and Chaiyo Company. In summary, the "1976 Contract" is a genuine expression of the opinions of Sompote and Tsuburaya Productions Co., Ltd., it is classified as a legally effective contract, and it is legally binding. This determination is the same as the determination made in the valid (2005) *Ning Min San Chu Zi No. 22* civil judgment issued from the Nanjing Intermediate People's Court on the authenticity and effectiveness of the "1976 Contract". 2. Pertaining to the issue of whether or not Sompote and Chaiyo Company enjoy any rights. It can be seen from the exclusive usage rights mentioned twice in the "1976 Contract" and from the specific stipulations regarding the authorization matters, as well as from the details of the "Letter of Apology" that it was the true intention of Noboru Tsuburaya when signing the contract to confer upon Sompote the exclusive usage rights of the relevant works in the areas outside of Japan, and not the copyrights. Whereas Sompote and Chaiyo Company made their lawsuit request during the trial of second instance about exclusive usage rights, it can be determined that both parties have no objection to the fact that the copyrights to the works 3-9 mentioned in this case are enjoyed by Tsuburaya Productions Co., Ltd. Whereas it is stipulated in the "1976 Contract" that Sompote enjoys the right to transfer the rights it obtained under the "1976 Contract" to a third party, Chaiyo Company, on the basis of Sompote's signing of the "Authorization Letter", has acquired the exclusive usage rights within China for the five works, 4-8, involved in this case for a period of 6 years from the date of signing of the said "Authorization Letter".

(2) Whether or not Guangzhou Book Acquisition Center, Shanghai Audiovisual Press, Shanghai Tsuburaya and Tsuburaya Productions Co., Ltd. infringed upon the exclusive usage rights of Sompote and Chaiyo Company

Paragraph two of Article Two of Chinese Copyright Law (amended October 27, 2001) stipulates: "Any work of a foreigner published outside of the territory of the People's Republic of China that is eligible to enjoy copyright under an agreement concluded between the country to which the foreigner belongs and China, or under an international treaty to which both countries are parties, shall be protected in accordance with this Law." China, Japan and Thailand are all member countries of the Berne Convention, so the Ultraman audiovisual works involved in this case are protected under Chinese Copyright

Law. The exclusive usage rights enjoyed by Sompote and Chaiyo Company based on the “1976 Contract” and the “Authorization Letter” for the works involved in this case are protected under Chinese Copyright Law. Without permission, Tsuburaya Productions Co., Ltd., through Shanghai Tsuburaya Company, authorized Shanghai Audiovisual Press to reproduce, publish, distribute and sell the three works “Ultraman Return” (“Ultraman Jack”), “Ultraman Ace” and “Ultraman Taro” involved in this case (that is, works 6-8 involved in this case), and the action of Shanghai Audiovisual Press using the said three works is an infringement upon the exclusive usage rights enjoyed by Sompote and Chaiyo Company; The selling of the 8th work involved in this case by Guangzhou Book Acquisition Center is also an infringement upon the exclusive usage rights enjoyed by Sompote and Chaiyo Company.

(3) Concerns over civil liabilities

According to the stipulations of Article 47 and 48 of Chinese Copyright Law (amended October 27, 2001), anyone reproducing and distributing a work without permission from the copyright owner shall bear such civil liabilities as ceasing the infringing act, eliminating effects of the act, making a public apology and paying compensation for damages. The infringing person shall provide compensation in accordance with the actual damages incurred by the copyright owner; where actual losses are difficult to calculate, compensation may be provided based on the illegal gains of the infringing person. The compensation amount shall also include all reasonable expenditures paid for by the copyright owner in order to stop the act of infringement. Where the actual losses of the copyright owner or the illegal gains of the infringing person cannot be determined, a People’s Court shall award a compensation of no more than RMB 500,000 based on the circumstances of the act of infringement. In this case, Shanghai Tsuburaya Company and Tsuburaya Productions Co., Ltd. should bear civil liability for ceasing the act of infringement. Namely, they shall immediately cease allowing any person within the territory of China to produce or sell through any method the works 6-8 in this case. Since Sompote and Chaiyo Company did not furnish ample evidentiary proof of their economic losses, Shanghai Tsuburaya Company and Tsuburaya Productions Co., Ltd. also did not furnish evidentiary proof on their profit situation. Owing to the mistakes of Shanghai Tsuburaya Company and Tsuburaya Productions Co., Ltd., the degree of the infringement and other factors, it has been decided after intense deliberation that they shall jointly compensate Sompote and Chaiyo Company RMB 300,000 along with the reasonable expenditure of RMB 101,930. As for the responsibility of Shanghai Audiovisual Press, in accordance with the stipulations of Article 19 of the Interpretation of the Supreme People's Court

Concerning Several Issues in the Application of Laws in Hearings of Civil Dispute Cases Involving Copyrights, publishers and manufacturers shall bear the burden of proving the legitimate authorization of their publications and productions; Where publications infringe upon the copyright of another person, the publisher shall, on the basis of their mistake, the degree of the infringement and the consequences of the infringement bear civil compensation liability; Where a publisher has paid as much reasonable attention as possible to their obligations and a copyright owner is unable to provide evidentiary proof that the publisher ought to have known that its act of publication involved an infringement, the publisher shall bear the civil liability of ceasing the infringement and restitute all profits gained from its infringement in accordance with the stipulations of Paragraph 1, Article 117 of the General Principles of the Civil Law of the People's Republic of China. In this case, since there is no evidentiary proof that Shanghai Audiovisual Press and Shanghai Tsuburaya Company ought to have known at the time of entering into their agreement that their publications involved infringements, the said press company therefore has paid as much reasonable attention as possible to their obligations. However, they shall bear civil liability for ceasing the infringements and restituting the profits it gained from its infringements. On the grounds of the above, after intense deliberation, Shanghai Audiovisual Press shall restitute RMB 100,000 in profits gained to Sompote and Chaiyo Company. Guangzhou Book Acquisition Center has already provided evidentiary proof that its sales of the 8th Ultraman work in this case originate from Shanghai Audiovisual Press, and that according to law it shall bear the civil liability of ceasing its sales of the said product, but shall not bear compensatory liabilities. As for the request by Sompote and Chaiyo Company requiring public apologies to be issued in the publications "China Intellectual Property News" and "China Copyright Magazine", seeing that the right Sompote and Chaiyo Company enjoys for their portion of the works in this case is the right of exclusive use, which is a type of property right, and does not include in substance the personal rights of the copyright owner, this request shall not be supported.

On October 25, 2010 the Court of Second Instance issued a judgment: 1. Rescinding the first instance judgment. 2. Guangzhou Book Acquisition Center shall cease sales of the infringing products; Shanghai Audiovisual Press shall cease production and sales of the infringing products, and destroy relevant master tapes and production tools; Shanghai Tsuburaya Company and Tsuburaya Productions Co., Ltd. shall cease allowing any person within China to produce or sell through any method audio-visual products of the three aforementioned works. 3. Shanghai Tsuburaya Company and Tsuburaya

Productions Co., Ltd. shall compensate Sompote and Chaiyo Company RMB 300,000 along with the reasonable expenditure of RMB 101,930, and Shanghai Audiovisual Press shall restitute RMB 100,000 in profits gained to Sompote and Chaiyo Company.

We, the Supreme People's Court, have ascertained through investigation that the facts from the Court of First Instance and Court of Second Instance are fundamentally true. It is also ascertained: In the (2004) *Yi Zhong Min Chu Zi No. 11242* civil judgment issued by the Beijing Municipality First Intermediate People's Court and the (2004) *Hu Er Zhong Min Wu (Zhi) Chu Zi No. 250* civil judgment issued by the Shanghai Municipality Second Intermediate People's Court, Tsuburaya Productions Co., Ltd. claimed, in the lawsuits it brought, respectively, against Chang'an Market of Beijing Dong'an Group Company and Shanghai Tobacco Group Jing'an Tobacco Tangjiu Co., Ltd. that: Tsuburaya Productions Co., Ltd. is the copyright owner of the "Ultraman" movie and television works, and that the signature method for the "Ultraman" image is "TSUBURAYA PRODUCTIONS" or "TSUBURAYA PROD". On October 25, 2010 the Court of Second Instance issued a judgment that on November 12, 2010, Tsuburaya Productions Co., Ltd. presented the witness testimony of Sompote given in the Thailand Central Intellectual Property and International Trade Court criminal case on September 15, 2010, where Sompote claimed that they transferred their rights in the "1976 Contract" to UM Company on December 24, 2008. Tsuburaya Productions Co., Ltd. presented this evidence in order to prove that Sompote did not possess the primary qualifications for this case. During the retrial of this case, Tsuburaya Productions Co., Ltd. presented to this court the criminal judgment issued by the Thai criminal court on February 1, 2011, the said judgment determined that the "Revised License Granting Contract" signed on May 19, 2006 by the person involved in the said criminal case was inauthentic, and Tsuburaya Productions Co., Ltd. presented the said evidence in order to testify that the "1976 Contract" was inauthentic. The parties to this case confirmed that the said Thai court criminal judgment was a judgment of the first instance, and that it had not yet become legally binding.

This court is of the opinion that, based on the requests and justifications by Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Company for the application for retrial and the defense opinions of Sompote and Chaiyo Company, this case touches upon two major issues: (1) Whether or not there were procedural mistakes made by the Court of Second Instance; (2) Whether or not Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Company have

infringed upon the exclusive usage rights of Sompote and Chaiyo Company pertaining to the relevant “Ultraman” works.

I. The issue of whether or not there were procedural mistakes made by the Court of Second Instance

Firstly, looking at the time, the Court of Second Instance issued the judgment of second instance on October 25, 2010, and Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Company presented the introduction made by Sompote in the September 15, 2010 criminal case in the Thai court to the Court of Second Instance on November 12, 2010. Therefore, the Court of Second Instance did not make a mistake by giving a judgment on this matter out of order. Secondly, the objective of Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Company by submitting the said evidence during the retrial application was to prove that Sompote had already transferred their rights under the “1976 Contract” to UM Company after February 2008, and that as a result Sompote had thereby lost their status as a party to the contract. Therefore, Sompote did not possess the primary lawsuit qualifications for this case. Pertaining to this, the Court is of the opinion that Sompote and Chaiyo Company brought the first instance lawsuit for this case on September 30, 2005, and the acts of infringement of the accused took place between 2002 and 2005, and even though after bringing the lawsuit of first instance Sompote assigned their relevant rights under the “1976 Contract” to a third party, it is not certain if they forfeited their civil rights and benefits enjoyed according to law prior to the transfer of rights, which then affected their primary lawsuit qualifications for this case. In consideration of this, Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Company applying for retrial with this court on the grounds that the Court of Second Instance violated lawsuit procedures is a view not supported by this court.

II. The issue of whether or not Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Company have infringed upon the exclusive usage rights of Sompote and Chaiyo Company pertaining to the relevant “Ultraman” works

In this case, Sompote and Chaiyo Company asserted that Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Company infringed upon their exclusive usage rights pertaining to the relevant “Ultraman” works, so they should first furnish evidentiary proof that they enjoy the said rights, as this is a prerequisite for determining whether or not Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Company did infringe upon their rights. In consideration that Sompote and Chaiyo Company, in supporting their claims, not only provided the “1976 Contract”, but also the “Letter of Apology” as evidence;

Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Company argued that the “1976 Contract” is false, but they did not supply sufficient evidence to confirm their position, and the authenticity of the “Letter of Apology” was established, so on the grounds of the above, the Court of Second Instance did not support the claim by Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Company that the contract pertaining to this case was false, and through ascertaining the facts, there was nothing inappropriate in determining the infringement upon the exclusive usage rights of Sompote and Chaiyo Company pertaining to the relevant “Ultraman” works by Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Company.

1. The issue of whether or not an appraisal is required for the “official seal” on the “1976 Contract”

Applying for an appraisal is a legal right of parties involved in legal proceedings, and it is an obligation for the parties involved when offering evidence. However, whether or not it is required that an appraisal be carried out on the written and material evidence furnished by the parties involved is something that should be determined by the court. As for the issue of whether or not an appraisal is required for the “official seal” on the “1976 Contract”, seeing that the evidence furnished by Sompote and Chaiyo Company is sufficient to confirm the authenticity of the “official seal” on the said contract, there is nothing inappropriate with the Court of Second Instance not commissioning an appraisal authority to carry out an appraisal, but it is not appropriate that the Court of Second Instance failed to explain its justifications in the judgment, and so this court has corrected this issue.

2. The issue of whether or not the appraisal report issued by the Thai Police Bureau General Office can be accepted

The appraisal findings issued by the appraisal authority are classified as a form of evidence, and in order for appraisal findings to be considered as possessing major value in a lawsuit, they must conform to objectivity, relevance and legitimacy requirements. As for the legitimacy of the appraisal process, if the parties involved have no objections with the appraisal findings, then generally they may be used as evidence by the court in determining the relevant facts of a case. However, this in no way suggests that an appraisal finding can simply be directly used as evidence in a judgment, and a substantial investigation and decision on the case facts of a specific case is still a prerequisite for whether or not a judge shall accept appraisal findings, otherwise, this would be no different from passing on the power of investigation of the case facts to an appraisal institution. An investigation of the relevant laws of

China ought to be carried out to determine if Chinese courts are able to accept appraisal findings issued from foreign appraisal institutions. It is the opinion of the Court of Second Instance that the direct determination in this case is accurate in its claim that the appraisal findings from the Thai Police Bureau General Office lack a legal basis. In particular, under the circumstance where Sompote and Chaiyo Company raised questions about the said appraisal findings in this case, there is nothing inappropriate about the Court of Second Instance not accepting the appraisal findings from the Thai Police Bureau General Office that were submitted by Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya.

3. The issue on whether or not Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya can submit an application with this court for the recognition of the judgment made by the Supreme Court of Thailand

Article 281 of the Civil Procedure Law of China (with the January 1, 2013 amendments put into practice) stipulates: “If a legally effective judgment or written order made by a foreign court requires recognition and enforcement by a People’s Court of the People’s Republic of China, the party concerned may directly apply for recognition and enforcement to the Intermediate People’s Court of the People’s Republic of China that holds jurisdiction. The foreign court may also, in accordance with the provisions of the international treaties concluded or acceded to by that foreign country and the People’s Republic of China or based on the principle of reciprocity, request recognition and enforcement by a People’s Court.” Article 282 of the said Law stipulates “Applications or requests for recognition and enforcement of a legally effective judgment or written order of a foreign court shall be examined by a People’s Court in accordance with the international treaties concluded or acceded to by the People’s Republic of China or based on the principle of reciprocity”. On the grounds of the above, Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya applied for recognition of the judgment made by the Thai court, and regardless of whether or not it is able to receive report, it shall, in either case, be looked into by the Chinese Intermediate People’s Court that holds jurisdiction. The application for recognition of the civil judgment issued by the Supreme Court of Thailand involved in this case submitted to this court by Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya does not conform to the aforementioned stipulations, and surpasses the scope of investigation of this case by this court.

4. The issue on whether or not the Thai court criminal judgment has any probative value for this case

Seeing as the Thai court criminal judgment submitted by Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya Company during their retrial application is a first instance judgment that has not gone into effect, on these grounds, it is the opinion of this court that even though the said criminal judgment is an effective judgment, such fact does not necessarily mean that it holds probative value for the facts of this case. When hearing civil dispute cases, Chinese courts ought to issue judgments in accordance with the evidence furnished by the parties involved and the facts of the case, based on the relevant civil procedure laws and substantive laws of China. The use of the criminal judgment issued by the Thai court by Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya to deny the evidence of the facts determined by the second instance judgment has no legal basis, so it cannot be accepted by this court.

In conclusion, it is the opinion of this court that the facts determined in the second instance judgment are clear and that the law was applied accurately, and thus it shall be upheld. The retrial application of Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya does not conform to the retrial reasons as stipulated under Article 200 of the Civil Procedure Law of the People's Republic of China (with the January 1, 2013 amendments put into practice), and in accordance with the stipulations of paragraph 1, Article 204 of the said law, our ruling is as follows:

We overrule the application for retrial by Tsuburaya Productions Co., Ltd. and Shanghai Tsuburaya.

Presiding Judge Yu Xiaobai
Judge Luo Dian
Judge Wang Yanfang

[seal:] Supreme People's Court of the People's Republic of China

[stamp:] This copy has been checked against the original and there are no
differences

September 29, 2013

Clerk Wang Chen